

Solicitation 09-2814-2907

On-Site Counseling

State of California

Bid 09-2814-2907 On-Site Counseling

Bid Number 09-2814-2907
Bid Title On-Site Counseling

Bid Start Date Dec 16, 2009 4:18:50 PM PST
Bid End Date Jan 5, 2010 2:00:00 PM PST
Question & Answer End Date Jan 1, 2010 7:00:00 AM PST

Bid Contact jennifer Reed
916-341-3129
Jennifer.reed@ccc.ca.gov

Standard Disclaimer The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.

The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

Description

In coordination with the service district Corpsmember Development staff (CD), the counselor provides counseling to Corpsmembers. Growing from that core element, the on-site counselor provides an expanded array of services such as; individual and group counseling, support groups, education and personal development classes/workshops (such as sexual assault prevention), peer leadership development, peer counseling, staff consultation and training, identifying and engaging Corpsmembers into the counseling program and referral to community services. In other words, the on-site counselor will work in conjunction with the CD

and center staff in developing the overall design of the center on-site counseling program.

It is expected that the counselor will address Corpsmember problems on three levels: crisis intervention, case management, and education. Due to the limited amount of counseling hours available, it would be impractical to use a counselor's time to provide Corpsmembers with lengthy and intensive therapy. Therefore, the approach needs to be one of short-term crisis counseling, education and linking Corpsmembers with community resources for longer term care, and education/support activities.

CALIFORNIA CONSERVATION CORPS

1719 24th Street, Sacramento, CA 95816
(916) 341-3129 FAX (916) 327-8920
www.ccc.ca.gov



**INVITATION FOR BID
#09-2814-2907
On-Site Counseling Services**

CALIFORNIA CONSERVATION CORPS

Camarillo Center
2714 E. Vineyard Avenue
Oxnard, CA 93036
Attn: Jim Kastner

You are invited to review and respond to this Invitation for Bid (IFB), entitled **On –Site Counseling Services for Corpsmembers at the CCC’s Camarillo Center**. In submitting your bid, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site [www.ols.dgs.ca.gov/Standard +Language](http://www.ols.dgs.ca.gov/Standard+Language). If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of California Conservation Corps, this Invitation for Bid is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

**Jennifer Sanguayo
California Conservaiton Corps
(916) 341-3129**

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Jennifer Sanguayo
Contract Administrator

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**These documents are not required with the bid package but are required upon award of the contract.

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NOTICE TO CONTRACTORS

A.) Purpose and Description of Services

Description and Location of the work: Provide all labor, tools, equipment, materials, Licensing, permits and axes necessary to provide On Site Counseling Training for Corpsmembers located at the Camarillo Center, 2714 E. Vineyard Avenue, Oxnard, CA 93036

Where to Obtain Bid Packages:

Bid packages may be obtained without charge: BY WRITING to California Conservation Corps (CCC), 1719 24th Street, Sacramento, CA 95816: or, EMAIL to Jennifer.Reed@ccc.ca.gov or calling Jennifer Reed at (916) 341-3129. The CCC will mail entire bid package via U.S. Postal Service, first class mail. The CCC will not pay additional charge for mailing, such as express mail, overnight delivery, etc.

Estimated Cost:

An estimated amount of \$ 46,000.00 has been budgeted by the California Conservation Corps for this contract.

Term of Agreement:

It is anticipated that this contract will begin January 1, 2009 through June 30, 2011. The actual starting date of the contract is contingent upon approval of the Agreement by the CCC and any other control agencies as necessary.

The On-Site Counseling Program is a means of providing individual counseling, group counseling and staff consultation for Corpsmembers 18-25 years of age at the Camarillo Center, 2714 E. Vineyard Avenue, Oxnard, CA 93036

Background

The California Conservation Corps is a work ethic program with a dual mission: the employment and development of young people, and the conservation and enhancement of the state's natural resources. The On-Site Counseling Program is a component of a comprehensive Corpsmember development program which includes; programs in work learn, literacy, career development, conservation awareness, community activism and basic education. The On-Site Counseling program began in May of 1990. These counseling services are an effort to assist Corpsmembers, who are age 18-25, in exploring how they can contribute to their personal development.

In coordination with the service district Corpsmember Development staff (CD), the counselor provides counseling to Corpsmembers. Growing from that core element, the on-site counselor provides an expanded array of services such as; individual and group counseling, support groups, education and personal development classes/workshops (such as sexual assault prevention), peer leadership development, peer counseling, staff consultation and training, identifying and engaging Corpsmembers into the counseling program and referral to community services. In other words, the on-site counselor will work in conjunction with the CD

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and center staff in developing the overall design of the center on-site counseling program.

It is expected that the counselor will address Corpsmember problems on three levels: crisis intervention, case management, and education. Due to the limited amount of counseling hours available, it would be impractical to use a counselor's time to provide Corpsmembers with lengthy and intensive therapy. Therefore, the approach needs to be one of short-term crisis counseling, education and linking Corpsmembers with community resources for longer term care, and education/support activities.

B. Bidder Minimum Qualifications

1. Current Licensed clinical social worker, Licensed Clinical Psychologist, Marriage Family and Child Therapist, or Licensed Clinical Psychiatrist must be submitted with the bidder's bid proposal, by the bid opening date.
2. Counselors must have a minimum of three (3) years of experience in providing individual and group counseling to young adults between the ages of 18 and 25.
3. Counselors must have at least one (1) year of experience counseling with alcohol, tobacco and other drug and have a working knowledge of alcohol, tobacco and other drug services in the local area.
4. The year experience of counseling the 18-25 age group and the year experience of drug services in the local area apply to Counselors and Interns.
5. In the case of an Intern providing some of the counseling services, the Counselor will provide no less than 30% percent of the services and the Intern will provide no more than 70% of the services.
6. Counselors will provide service at the Camarillo Center, 2714 E. Vineyard Avenue, Oxnard, CA 93036
7. Counseling hours will be flexibly scheduled, including evenings and possibly some weekend seminars.
8. Counselors will provide program data to CCC on a monthly basis, using the California Conservation Corps Counseling Program Individual Contact Report (Form 131 A), and California Conservation Corps Counseling Program Group Contact Report (Form 131 B).
- 8 Counselors to provide personal resumes to include education, professional degrees, professional licenses, date first licensed and work experience of person(s) providing the counseling services. Resumes for interns and trainees must also be submitted.
9. Counselors must be licensed to provide counseling services by the State of

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California, Board of Behavioral Science Examiners, State Board of Psychology or the Medical Board of California.

10. Counselors will be available to work with CCC staff to seek bilingual services (Spanish and English) to accommodate non-English speaking Corpsmembers.
11. If Counselor elects to use an Intern to provide for 70% or less of the services, then the regulations pertaining to the supervision of that registered intern or trainee, apply. For example, a licensed MFCC cannot charge the intern or trainee for supervision, they need to have 2 years as a licensed MFCC in order to supervise the intern, the intern must be registered through the BBSE and the supervisor must provide the intern with either one hour of individual supervision or two hours of group supervision per week. Likewise, regulations which cover Intern positions for a LCSW, a Psychologist or a Psychiatrist, must be followed.
12. Counselors are to include documentation of Items 3, 4, 8 and 9, for both Counselors and for Interns with their bid proposal; a photocopy of the license and specify dates and places of experience and when license was first received.
- 13 The contractor is expected to provide the following:
14. Provide between 2 to 4 hours of professional services per week, including individual and group counseling, as well as staff consultation, for young adults between the ages of 18 and 25 (Hours of professional services provided each week fluctuate and can exceed 10 hours, depending on the hourly rate and available counseling funds and possibly during fire or spike season or other declared emergencies no hours.) Hourly charges shall not include travel time.
15. Service breakdown will be as follows:

Approximately 25% group, 65% individual counseling (crisis & case managements.) Approximately 5% staff consultation and/or training approximately 5% report writing and statistics.

C). Bid Requirements and Information

1) Key Action Dates.

December 3, 2009	Advertisement appears in the Contracts Register
December 29, 2009 @2:00 p.m.	Final Date and time to receive Bids by
December 29, 2009	Open sealed bids
January 15, 2010	Date anticipated for Contract to begin

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- 2) Pre-bid Conference Walkthrough
There is no Pre-bid Conference Schedule for this bid.

- 3) Submission of Bid
All bids must be submitted under **sealed** cover and sent to California Conservation Corps by dates and times shown in Section C, Bid Requirements and Information, Item 1) Key Action Dates. The sealed cover must be plainly marked with the IFB number and title, must show your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

09-2814-2907
Camarillo Center
2714 E. Vineyard Avenue
Oxnard, CA 93036
Attn: Jim Kastner

DO NOT OPEN
Until December 29, 2009 @2pm

Bids not submitted under sealed cover may be rejected. A minimum of 2 copies of the bid must be submitted.

- a. All bids shall include the documents identified in Section E, Required Attachment Checklist. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- b. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- c. Mail or deliver bids to the following address:

U.S. Postal Service Deliveries
(UPS, Express Mail, Federal Express)

Hand Deliveries

09-2814-2907
Camarillo Center
2714 E. Vineyard Avenue
Oxnard, CA 93036
Attn: Jim Kastner

DO NOT OPEN

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Until December 29, 2009 @2pm

- e) Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- f) A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive an immaterial deviation in a bid. The State's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- g) Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.
- h) An individual who is authorized to bind the bidder contractually shall sign the Bid/Bidder Certification Sheet. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- i) A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- j) A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- k) The awarding agency may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package..
- l) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.
- m) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- o) The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal

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and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.

- p) No oral understanding or agreement shall be binding on either party.

4) Evaluation and Selection

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The State will evaluate each bid to determine its responsiveness to the published requirements.
- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
- d) Award if made, will be to the lowest responsive responsible bidder.

5) Award and Protest

- a). Whenever an agreement is awarded under a procedure, which provides for competitive bidding, but the agreement is not to be awarded to the low bidder, the low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the agreement
- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.
- c) If any bidder, prior to the award of agreement, files a written protest with the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 and the (insert name of awarding agency) on the grounds that the (protesting) bidder is the lowest responsive responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- d) Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the awarding agency a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, California 95605. A copy of the detailed written statement should be mailed to the awarding

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agency. It is suggested that you submit any protest by certified or registered mail.

- e) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- f) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC), which can be found on the Internet at www.dgs.ca.gov/contracts. This document is only required if the bidder has not submitted this form to the awarding agency within the last three (3) years.

6) Disposition of Bids

- a) Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Bid packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

7) Agreement Execution and Performance

- a) Performance shall start not later **than 30 days**, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

D) Preference Programs

- 1) Small Business Preference: www.pd.dgs.ca.gov

A Small Business Preference of five percent (5%) will be granted in

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accordance with Government Code Section 14835, and as contained in Title 2, California Administrative Code Section 1896 et. seq. To claim the Small Business Preference, which may not exceed \$50,000 for any bid, your firm must have its principal place of business located in California and you must have an approved small business certification form and proof of annual receipts on file with the Department of General Services, Office of Small Business and Disabled Veteran Business Services (DGS/OSDS). Questions and requests for copies of the regulations should be directed to DGS/OSDS at (916) 375-4940.

Bidders requesting the Small Business Preference must complete the certification on the attached Bid/Bidder Certification Sheet (Attachment 2, Item 14) and include a copy of the certification. The Small Business Preference and Certification Request must be signed in the same style in which the bidder is licensed by the Contractor's State License Board.

The application of the five percent (5%) Small Business bidding preference is now extended to non-small businesses that commit to subcontracting at least twenty-five percent (25%) of its net bid price to California Certified Small Businesses and/or Micro-businesses when the non-small business:

- ü Has included in its bid a notification to the CCC that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one (1) or more small businesses; and
- ü Has submitted a timely, responsive bid; and
- ü Is determined to be a responsible bidder; and
- ü Submits a list of the small businesses it commits to subcontract with for a commercially useful function in the performance of the Agreement. The list of subcontractors shall include their name, address, phone number, a description of the work to be performed and the dollar amount or percentage (as specified in the solicitation) per subcontractor.

The CCC will grant small businesses a five percent (5%) Small Business preference on a bid evaluation when a responsible non-small business has submitted the lowest-priced, responsive bid pursuant to the evaluation of a solicitation method when a small business:

- § Includes in its bid a notification to the CCC that it is a small business or that it has submitted to the Department of General Services, Office of Small and Disabled Veteran Business Services (DGS/OSDS) a complete application no later than 5:00 p.m. on the bid due date, and is subsequently certified by the Department of General Services as a small business; and
- § Submits a timely, responsive bid; and
- § Has been determined to be a responsible bidder.

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Bidders having pending Small Business or DVBE Certification applications under review by the Department of General Services concurrent with the bid time frame should contact DGS/OSDS to request an expedite review/approval of their application in order to be considered for the small business preference during the evaluation of this bid. Contact DGS/OSDS at (916) 375-4940 to obtain information about the application expedite process.

Bidders must notify the CCC, in writing, at the time of bid submission that they have an application for Small Business or DVBE Certification under review at the DGS/OSDS, and that they wish to be considered for the Small Business Preference Calculation.

CONFIDENTIALITY OF DATA

Client records and case notes are recognized as confidential.

The Contractor, its employees, agents or subcontractors:

1. Shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this contract or persons whose names or identifying information become available or are disclosed to the Contractor, his/her employees, agents or subcontractors as a result of services performed under this agreement, except for statistical information not identifying any such person.
2. Shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
3. Shall promptly transmit to the CCC all requests for disclosure of such identifying information not emanating from the client or person.
4. Shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client, any such identifying information to anyone other than the CCC without prior written authorization from the CCC.

For the purposes of this article, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

RIGHTS IN DATA

All materials developed under the terms of this agreement will become the property of the CCC. The CCC reserves the exclusive right to copyright such material and to publish, disseminate and otherwise use materials developed under the terms of this agreement.

MONITORING THE CONTRACT

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The staff interaction and the report writing and statistics which comprise 10% of the resulting contract, will be used for monitoring the performance of the contractor. An informal evaluation form may be developed in an effort to get feedback from Corpsmembers regarding services received.

PAYMENT PROVISIONS

The contractor may invoice the center NO MORE OR LESS THAN monthly in arrears for services performed. Payments will be made in arrears on a monthly basis upon receipt of an itemized invoice.

The contractor shall maintain accounting records and other evidence pertaining to costs incurred, with the provision that they shall be kept available by the contractor during the contract period and thereafter for three full years from the date of the final payment. The CCC or its designee must be permitted to audit, review, and inspect the contractor's activities, books, documents, papers and records during progress of the work and for three years following final payment.

STANDARD AGREEMENT, STD. 213, AND STANDARD PROVISIONS

See attached Sample Standard Agreement, STD. 213

See attached Special Provision 1, For Agreements Written prior to the Approval of the Budget

Submission of Bid.

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California Conservation Corps
Contract # 09-2814-2907

Camarillo Center

Counseling Program
Individual Contact Report

Amount of time Spent: _____ Date of Service: _____
(15 minute increments)

Sex: Male/ Female
(Circle one)

Age: _____ # of months in the CCC: _____

Type of Referral: (Circle one)

Self Referral

Staff Referral

Program Referral

Is this a new client: Yes/ No

(Circle one)

If this in not a new client, is this a new issue?:

Yes/ No

(Circle one)

Type of problems presented by the Corpsmember (Circle all that apply)

- | | |
|-----------------------------|-----------------------|
| 1. Alcohol | 13. Stress Related |
| 2. Alcohol/ Family | 14. Job Related |
| 3. Drug (Specify) _____ | 15. Interpersonal |
| 4. Drug/ Family | 16. Financial |
| 5. Poly Drug(Specify) _____ | 17. Legal |
| 6. Emotional | 18. Smoking |
| 7. Psychiatric | 19. Weight |
| 8. Martial | 20. Career |
| 9. Family | 21. Self Esteem |
| 10. Physical Abuse | 22. Other |
| | (Specify) _____ |
| 11. Sexual Abuse | 23. CCC/ ADP Referral |
| 12. Emotional Abuse | |

Type of problems diagnosed by counselor (Circle all that apply)

- | | |
|------------------------------|--------------------|
| 1. Alcohol | 13. Stress Related |
| 2. Alcohol/ Family | 14. Job Related |
| 3. Drug (Specify) _____ | 15. Interpersonal |
| 4. Drug/ Family | 16. Financial |
| 5. Poly Drug (Specify) _____ | 17. Legal |
| 6. Emotional | 18. Smoking |
| 7. Psychiatric | 19. Weight |
| 8. Martial | 20. Career |
| 9. Family | 21. Self Esteem |
| 10. Physical Abuse | 22. Other |
| | (Specify) _____ |
| 11. Sexual Abuse | |
| 12. Emotional Abuse CCC 131A | |

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Note: This form is to be submitted monthly with invoice.

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Camarillo Center

***Counseling Program
Group Contact Report***

Tahoe Amount of time Spent: _____ Date of
Service: _____

(Circle location of Service) (15 minute increments)

Number of Males in Group: _____

Number of Female in Group: _____

Type of Referral: (Circle one)

Self Referral

Staff Referral

Program Referral

Focus of Group Workshop (Circle all that apply)

1. Alcohol
2. Alcohol/ Family
3. Drug (Specify) _____

4. Drug/ Family
5. Poly Drug (Specify) _____

6. Emotional

7. Psychiatric

8. Martial

9. Family

10. Physical Abuse

11. Sexual Abuse

12. Emotional Abuse

13. Stress Related

14. Job Related

15. Interpersonal

16. Financial

17. Legal

18. Smoking

19. Weight

20. Career

21. Self Esteem

22. Other

(Specify) _____

23. CCC/ ADP Referral

Comments:

CCC 131B

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ATTACHMENT 1

Required Attached Check List

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List (OPTIONAL)
_____ Attachment 2	Proposal/Proposer Certification Sheet (MANDATORY)
_____ Attachment 3	Cost Sheet* (MANDATORY)
_____ Attachment 4	Bidder References* (MANDATORY)
_____ Attachment 5	SMALL BUSINESS & NON-SMALL BUSINESS PREFERENCE
_____ Attachment 6	Disabled Veteran Business Enterprise Participation Forms and Instructions (MANDATORY)
	Std. 840 Disabled Veteran Business Enterprise Participation Summary (page 1).
_____ Attachment 7	Darfur Contracting Act 2008 (MANDATORY)
_____ Attachment 8	Payee Data Record (STD 204) (if currently not on file) (MANDATORY)
_____ Attachment 9	Contractor Certification Clauses (CCC) 307* (MANDATORY)
_____ N/A Attachment 10	Target Area Contract Preference Act (TACPA) *
_____ N/A Attachment 11	Enterprise Zone Act (EZA) *
_____ N/A Attachment 12	Local Agency Military Base Recovery Area (LAMBRA) Act**If applicable

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ATTACHMENT 2
PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures.

**An Unsigned Proposal/Proposer Certification Sheet
May Be Cause for Rejection**

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)		11. Title
12. Signature		13. Date
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business Yes ☐ No ☐		b. Disabled Veteran Business Enterprise Yes ☐ No ☐
If yes, enter certification number:		If yes, enter your service code:
c. Non-Small Business Subcontractor Preference Yes ☐ No ☐		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSDS , if an application is pending:		

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Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the
Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10,11 12, 13,	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

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ATTACHMENT 3

Cost Sheet
On-Site Counseling Services
IFB NO. 09-2814-2907

Contractors bidding this project shall be properly licensed in the State of California in the classification as designed in the Notice to Contractors and shall satisfy the State as to their license qualifications.

The undersigned has carefully checked all figures and understands that the State will not be responsible for any errors or omission on the part of the undersigned in making up this bid.

Having been completely familiar with all conditions affecting the cost of work at the place where the work is to be done, these specifications and other contract documents prepared and issued therefore, the Contractor hereby proposes and agrees to provide all services as outlined in the Invitation for Bid as follows:

Contractor Name:	
Address:	City/State/Zip:
Telephone:	Fax Number:
License No.:	License Expiration Date:
Federal I.D. # or SSN:	

Hourly Amount for Counseling \$	Hourly Amount for Interns \$
--	-------------------------------------

STATEMENT OF COMPLIANCE

The prospective Contractor's signature and date hereon shall constitute a certification under the penalty of perjury under the laws of the State of California that the bidder has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103. By his/her signature hereof, the bidder certifies under penalty of perjury the accuracy of the representation made on the bid form with regard to the Contractor's license number, class and expiration date. A bid which does not contain the above information, or if the information is later proven false, shall be considered non-responsive and will be rejected.

Authorized Signature:
Title:
Date:

ARE YOU CLAIMING PREFERENCE AS A SMALL BUSINESS? ____ YES ____ NO

If YES, please attach a copy of your certification letter from the
Office of Small Business Certification and Resources.

**THE OUTSIDE OF THE SEALED ENVELOP CONTAINING THIS BID FORM
MUST READ :**

ON-SITE COUNSELING SERVICES, IFB # 09-2814-2907
DO NOT OPEN UNTIL 2:00 P.M. on December 17,2009

All Bids are to be submitted to:

Camarillo Center
2714 E. Vineyard Avenue
Oxnard, CA 93036
Attn: Jim Kastner

On-Site Counseling Services
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Bid Form Attachment

LIST OF PROPOSED KEY PERSONNEL AND INTERNS/TRAINEES	
NAME	LICENSE NO./INTERN

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ATTACHMENT 4

Bidder References

Submission of this attachment is optional. Failure to complete and return this attachment with your bid will not cause your bid to be rejected and deemed nonresponsive.

List below three (3) references for services performed within the last five years, which are similar to the scope of work to be performed in this contract.

REFERENCE 1

Name of Firm:

Street Address:

Contact Person:

Telephone Number:

Dates of Service:

Brief Description of Service Provided:

REFERENCE 2

Name of Firm:

Street Address:

Contact Person:

Telephone Number:

Dates of Service:

Brief Description of Service Provided:

REFERENCE 3

Name of Firm:

Street Address:

Contact Person:

Telephone Number:

Dates of Service:

Brief Description of Service Provided:

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ATTACHMENT 5

SMALL BUSINESS & NON-SMALL BUSINESS PREFERENCE, AND DVBE INCENTIVE

Small Business Preference

A five percent (5%) small business preference will be granted to Bidders certified as "Small Business" in accordance with Section 1896 et. Seq. Title 2, California Code of Regulations. If the Bidder is not already a Certified Small Business, applications for certification as "Small Business" must be submitted to the Office of Small Business and DVBE Certification (OSDC), 707 3rd Street, First Floor, Suite 1-400, West Sacramento, CA 95605; website:

<http://www.pd.dgs.ca.gov/smbus>

Submit a copy of the OSDC certification letter with your Bid.

Pursuant to Section 1896.14, in order to receive the small business preference, bidders must have a completed application (including proof of annual receipts) on file with the OSDC. The bidder must have requested a preference from OSDC and meet all applicable requirements under the subchapter and the State Small Business Procurement and Contract Act, (including but not limited to evidence to rebut presumptions) not later than five o'clock (5:00 p.m.) on the date on which the subject bid is opened.

Non-Small Business Preference

The application of the five percent (5%) small business bidding preference is now extended to a bidder, whose business is not certified as a small business, but commits to subcontracting at least twenty-five percent (25%) of its net bid price to businesses that are California-certified small businesses and/or microbusinesses.

Bidder must ask Certified Small Business subcontractor/supplier to provide a copy of their OSDC certification letter, and include the letter with their bid.

When applicable, this preference will be granted when the non-small business:

- 1) has been determined to be a responsible bidder and submitted a timely responsive bid.
- 2) completes Document 00454-2 list of California Certified Small Businesses, **certifying** that it commits to subcontract with, for a commercially useful function in the performance of the project, and submits this document no later than forty-eight (48) hours after the bid opening date. If bidder fails to submit a properly completed Document 00454-2 within 48 hours, the claim for non-small business preference will be denied.
- 3) submits completed Document 00454-2 to California Conservation Corps' Contract Management Section, 1719 24th Street, Sacramento, CA 95816 or by fax to (916) 327-8920. When submitting this document make sure to include your firm's name (the bidder) and project number are noted.
- 4) Substitution of Small Business Subcontractors or Suppliers:
After award of a contract based in part on the application of the Non-Small Business Subcontractor preference, the Contractor must use the small business subcontractor(s) and/or supplier(s) proposed in the bid to the State, unless a substitution is requested in writing to the

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awarding department and the awarding department approves the substitution in writing, prior to the commencement of any work. The substitution request must include at least the following:

a) An explanation of the reason for the substitution.

Contractor must substitute a small business with another small business. However, if the small business substitution cannot occur, the Contractor must include a written justification and the steps that were taken to try to acquire a new small business subcontractor and how that portion of the contract will be fulfilled.

- A description of the work to be performed, identified both as a task(s) and as a dollar amount or percentage of the overall contract that the substituted business will perform. The substituted business(es), if approved, shall be required to perform a commercially useful function in the contract pursuant to [§ 1896.6](#).
- The request for substitution of a small business and the awarding department's approval or disapproval cannot be used as an excuse for noncompliance with any other provision of law, including but not limited to, the Subletting and Subcontracting Fair Practices Act (§ 4100 et seq., Public Contract Code), or any other contract requirements relating to substitution of subcontractors.
- If a contractor requests substitution of its subcontractor(s)/supplier(s) by providing a written request to the awarding department in accordance with [§ 1896.6](#), the awarding department may consent to the substitution in any of the situations set forth in Public Contract Code § 4107 of the Subletting and Subcontracting Fair Practices Act.
- Prior to approval of the prime Contractor's request for the substitution, the awarding department, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime Contractor's request to substitute, and the reasons for the request to substitute. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor that has been so notified shall have five (5) working days after the receipt of the notice to submit written objections to the substitution to the awarding department. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution. If written objections are filed, the awarding department shall give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by the awarding department on the prime Contractor's request for substitution.
- Failure of the Contractor to subcontract with the small businesses listed on its bid to the State, or to follow these substitution rules, may be grounds for the Department to impose sanctions pursuant to Government Code § 14842.5 and [§1896.16](#). In the event such sanctions are to be imposed, the Contractor shall be notified in writing and entitled to a hearing pursuant to [§§ 1896.18](#) and [1896.20](#).

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ATTACHMENT 5 STATE OF CALIFORNIA (Revised 02/2003)

DOCUMENT 00454-1

LIST OF CERTIFIED SMALL BUSINESS SUBCONTRACTOR(S)

COMPLETION INSTRUCTIONS
PLEASE READ THESE INSTRUCTION CAREFULLY

IN ORDER TO GRANT A FIVE PERCENT (5%) NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE TO A NON-SMALL BUSINESS, THE BIDDER MUST COMPLETE ATTACHMENT VIII - THE CERTIFIED SMALL BUSINESS SUBCONTRACTOR SUMMARY (CSBSS) FORM 00454-2. THIS FORM **MUST** BE COMPLETED BY THE NON-SMALL BUSINESS BIDDER AND RETURNED TO THE AWARDING AGENCY NO LATER THAN FORTY-EIGHT (48) HOURS AFTER THE TIME OF RECEIPT OF BIDS. IF THE BIDDER FAILS TO RETURN THE COMPLETED FORM 00454-2 WITHIN 48 HOURS, THE CLAIM FOR SMALL BUSINESS PREFERENCE WILL BE DENIED.

CSBS COMPANY NAME – list the name(s) of the certified small business subcontractor(s) to be used to complete this project.

CSBS COMPANY ADDRESS – list the address(es) of the certified small business subcontractor(s) to be used to complete this project.

CSBS COMPANY TELEPHONE NUMBER – list the telephone number(s) of the certified small business subcontractor(s) to be used to complete this project.

CSBS PERCENTAGE (%) OR DOLLAR (\$) AMOUNT – list the percentage(s) or dollar amount(s) that will be given to the certified small business subcontractor(s) used to complete this project.

DESCRIPTION OF WORK – identify the proposed work including services or materials to be performed by the certified small business subcontractor(s) to complete this project.

TO OBTAIN THE 5% NON-CERTIFIED SMALL BUSINESS PREFERENCE, THE LISTED SUBCONTRACTOR(S) AND/OR SUPPLIER(S) FIRM(S) MUST BE FORMALLY CERTIFIED BY THE OFFICE OF SMALL BUSINESS AND DVBE CERTIFICATION (OSDC) AS A SMALL AND/OR MICROBUSINESS.

Prime contractors must ask Subcontractor/Supplier to provide them with a copy of their OSDC certification letter, to be submitted with the bid.

Continued

BIDDER NAME _____ PROJECT WORK ORDER NUMBER _____

STATE OF CALIFORNIA

CERTIFIED SMALL BUSINESS SUBCONTRACTOR(S) SUMMARY

Listed hereinafter is the name of business, address, telephone number, dollar amount or percentage of all certified subcontractors who will be employed, and the description of the work which each will perform if the contract is awarded to this bidder. **Bidders must get a copy of the OSDC Certification letter from each Certified Small Business Contractor listed, and attach it to this form.**

Failure to list name of business, address, telephone number, description of work to be performed and dollar amount or percentage of work for each subcontractor may be cause for denial of the non-small business subcontractor preference.

(If further space is required for the List of Proposed Subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of the Bid).

CERTIFIED SMALL BUSINESS (CSB) SUBCONTRACTOR (Name of Business)	CSB SUBCONTRACTOR (Address)	CSB SUBCONTRACTOR (Telephone Number)	CSB SUBCONTRACTOR (\$ or % Amount)	CSB SUBCONTRACTOR (Type of Work, Service or Materials)	CSB CERT. (PROVIDE NO. & ATTACH COPY OF OSDC LETTER)

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**ATTACHEMENT 6
DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION
DVBE INCENTIVE PROGRAM**

1. A DVBE Incentive will be granted to Bidders achieving DVBE Participation of 1% or more of their bid total, in accordance with Section 999.5(a) and (d) of the Military and Veterans Code, and California Code of Regulations §1896.98 et seq.
2. In order to meet DVBE Program requirements, ~~Bidders with DVBE Participation of less than the required 3% goal must still perform and submit a Good Faith Effort with their bid. The DVBE Incentive does not alter this requirement.~~
3. The DVBE Incentive will be applied during the bid evaluation process and will only be applied to responsive bids. Any Small Business Preference will be calculated prior to the DVBE Incentive calculation.
4. A certified Small Business may only be displaced by another certified Small Business with a higher percentage of DVBE participation and a lower adjusted bid price.

A certified Small Business cannot be displaced by a Non-Small Business. When applying the DVBE Incentive program, bidders claiming the "Non - Certified Small Business Sub-contractor Preference" are considered a Non-Small Business.

- Bidders that achieve a DVBE Participation of 1% or more will have the DVBE Incentive applied to their bid in an attempt to displace the apparent low bidder. The percentage of DVBE Incentive will be equal to the percentage of DVBE participation, and subject to a minimum of 1% and a maximum of 5%.
- Each Bidder's DVBE Incentive percentage will be computed and subtracted from the lowest responsive bid amount. Calculations to determine adjusted bid price are for consideration only and the Contract will be awarded for the Bidder's actual bid amount.

PROGRAM REQUIREMENTS

Public Contract Code Section 10115 establishes a contract participation goal of at least three percent (3%) for Disabled Veteran Business Enterprise (**DVBE**) for State agencies. **DVBE participation requirements are required for this contract.** This bid package provides information for the DVBE Participation Program. Bidders must meet DVBE Participation Program requirements to be viewed as a responsive bidder and considered for contract award.

PLEASE READ THESE INSTRUCTIONS CAREFULLY

Bidders must fully comply with DVBE Participation Program requirements. Bidders that do not submit a complete response may find their bid determined to be non-responsive and the bid rejected.

For assistance with meeting the DVBE participation program requirements, please contact:

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Jennifer Reed, Contracts Officer

California Conservation Corps
1719 24th Street
Sacramento, CA 95816
Phone: (916) 341-3129
Fax: (916) 327-8920

The **Office of Small Business and DVBE Certification** (OSDC) offers program information and may be reached at:

Department of General Services
Office of Small Business and DVBE Certification (OSDC)
707 3RD Street, Suite 1-400
West Sacramento, CA 95605
Homepage: <http://www.pd.dgs.ca.gov/osbcr>
24-hour information and document request system: (916) 322-5060
Receptionist: (916) 375-4940
FAX: (916) 375-4950

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INSTRUCTIONS FOR DVBE PARTICIPATION PROGRAM COMPLIANCE

If for any reason you fail to meet the 3% DVBE participation goal for this bid ~~and have not completed the good faith effort steps~~ **your bid will be considered non-responsive.**

Before you begin to prepare your bid response, you will need to determine which option you will document to meet the DVBE Participation Program requirements.

Commitment to Contract Participation – Meet or exceed the 3% goal for DVBE participation for this Bid. ~~Should your efforts result in partial or no participation, you may meet DVBE program requirements by showing proof of your “Good Faith Effort” to attain DVBE participation for this Bid.~~

Meet or exceed the DVBE participation goal of at least 3% for the proposed contract by one of the following two (2) ways:

DVBE Bidder - If you are a DVBE bidder, agree to perform at least 3% of the contract bid amount or value with your firm or in combination with other DVBE firms. You **must** write that commitment on *Attachment II*, Disabled Veteran Business Enterprise Participation Summary 840 Form, Document 00452-2. For instructions on how to complete this document see *Attachment I*, Disabled Veteran Business Enterprise Participation Summary, Completion Instructions, Document 00452-1.

Non-DVBE Bidder - If you are a non-DVBE bidder, agree to use other firms for at least 3% of the contract bid amount or value. You **must** write that commitment on *Attachment II*, Disabled Veteran Business Enterprise Participation Summary (STD 840) Form, Document 00452-2. For instructions on how to complete this document see *Attachment I*, Disabled Veteran Business Enterprise Participation Summary, Completion Instructions, Document 00452-1.

DVBE Certification: OSDC-DVBE certification is the only acceptable certification. To verify if a contractor is certified refer to the OSDC web-site at <http://www.pd.dgs.ca.gov/osbcr>. Bidders must provide certification verification for each participating DVBE bidder, subcontractor, and/or supplier.

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Please Note: the DVBE Good Faith Effort is no longer allowed in any State contracting solicitations as of July 28, 2009 per Assembly Bill 21. Bidders are now required to commit to using a DVBE for at least 3% of their bid amount.

DVBE Notifications

Each listed DVBE must be utilized for the specific nature of work, as indicated in your Bid Proposal. It is the prime contractor's responsibility to keep all DVBE's informed, and to give them reasonable notification of the time frame in which their participation will take place on the project.

The listed DVBE will also receive State notification of the award and the official start of the project. They will be instructed to contact the Prime contractor who listed them, if they have not heard from him/her within a reasonable period of time, to discuss their expected performance under the contract.

In the event the contract is amended to increase the amount, Contractors are required to comply with the State's DVBE participation requirements for the amended amount. To insure that the listed DVBE is being utilized to the full amount of the commitment, a reminder notice will be sent to the Prime contractor mid-way through the contract. Contract Audits Contractor agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to performance of the contract, including but not limited to reports of payments made to subcontractors during the term of the contract. Contractor agrees to provide the State or its delegate access to its premise, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

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ANSWERS TO FREQUENTLY ASKED QUESTIONS:

The following questions are among the most frequently asked regarding DVBE requirements:

Q: If I am awarded the contract, either with partial or full goal attainment documented, am I required to use the subcontractor/supplier proposed in my bid?

A: Yes, unless you have requested and received approval from the State for substitution. Written requests should include the person's or firm's name to be substituted, the substitution reason, the reason a non-DVBE subcontractor is proposed, if applicable and describe the business to be substituted including its business status as a sole proprietorship, partnership, corporation or other entity and the certification status of the firm, if any. See Title 2, California Code of Regulations, Section 1896.64 (c) & (d) for substitution criteria.

The request and the State's approval or disapproval is not construed as an excuse for non-compliance with any other provision of the law, including but not limited to the Subletting and Subcontracting Fair Practices Act, or any other contract requirements relating to substitution of subcontractors. Failure to adhere to at least the DVBE participation proposed by the successful Contractor may be cause for contract termination and recovery of damages under the rights and remedies due the State for default section of the contract(s) and any other penalties provided for by statute.

Q: Who notifies the subcontractor when an award is made?

A: Upon award to a prime Contractor, the Awarding Department notifies listed subcontractors of their contract participation. Primes are encouraged to notify their listed subcontractors immediately after an award is made to formalize their business agreements.

Q: What happens to bids considered non-responsive to the DVBE Participation Program requirements?

A: Non-responsive bids are subject to rejection. Many are rejected because of:

- Incomplete documentation
- Documentation not received by bid due date
- mathematical error related to the percentages

Q: If I am a disabled veteran business enterprise, can I meet the 3% contract goals as a single company?

A: Yes.

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Q: If my submitted bid meets the contract goal and the State decides to make multiple awards to the bid/contract, could my bid be considered non-responsive?

A: No. The State's decision to make multiple awards will not jeopardize bid compliance.

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ATTACHMENT I

**DOCUMENT 00452-1
DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
PARTICIPATION SUMMARY**

COMPLETION INSTRUCTIONS

ATTACHMENT II, FORM 00452-2 **MUST** BE COMPLETED. IF NO PARTICIPATION IS OBTAINED, STATE "NONE."

TYPE OF WORK – identify the proposed work to be performed by the DVBE prime contractor or DVBE subcontractor(s).

DVBE COMPANY NAME – list the name of the company proposed for DVBE participation. If the prime contractor is a DVBE, the name **MUST** be listed for participation.

DVBE IS CONTRACTING WITH – list the name of the department or company with which the company listed is contracting (Prime Contractor's Name).

DOLLAR AMOUNT TO DVBE – the total participation dollar amount given to the DVBE for this bid.

PERCENTAGE TO DVBE – the total percentage given to the DVBE for this bid.

DVBE CERTIFICATION – to **obtain DVBE participation credit**, the Prime Contractor or Subcontractor/Supplier firm **must be formally certified by the Office of Small Business and DVBE Certification (OSDC) as a DVBE**. Provide **OSDC certification number** and a **copy of the certification letter** for the Prime or Subcontractor/Supplier. (Prime should ask Subcontractor/Supplier to provide them with a copy of their OSDC certification letter)

ATTACHMENT II**BIDDERS NAME** _____

STATE OF CALIFORNIA
 DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION SUMMARY
 Form 840 02/2003

See completion instructions on prior page.

TYPE OF WORK (Service or Materials)	DVBE COMPANY NAME	DVBE IS CONTRACTING WITH (Contractor's Name)	DOLLAR AMOUNT TO DVBE	PERCENTAGE TO DVBE	DVBE CERT. PROVIDE NO. & ATTACH COPY OF OSDC LETTER)

DVBE PARTICIPATION SUMMARY 00452-2

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ATTACHEMENT 7
DARFUR CONTRACTING ACT

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

1. _____ We do not currently have, and have not had within the previous
 Initials three years, business activities or other operations outside of the United
 States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code
 Initials section 10476, but we have received written permission from the
 Department of General Services (DGS) to submit a bid or proposal
 pursuant to Public Contract Code section 10477(b). A copy of the written
 permission from DGS is included with our bid or proposal.

OR

3. _____ We currently have, or we have had within the previous three years,
 Initials business activities or other operations outside of the United States,
 + certification but we certify below that we are not a scrutinized company
 below as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

ATTACHMENT 8**PAYEE DATA RECORD (STD 204)**

This form must be obtained from the Office of State Publishing website stated below. The form should be downloaded and completed, signed and returned with your bid package.

<http://www.osp.dgs.ca.gov/StandardForms/Fill+and+Print+Standard+eForms.htm>

Enter 204 in the box "Enter a Form No.:"

If you do not have Internet capabilities, please contact the following person to obtain a form:

Contract Management Section
California Conservation Corps
(916) 341-3129

ATTACHMENT 9

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

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c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California

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Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

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2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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STATE OF CALIFORNIA STANDARD AGREEMENT STD. 213 (Rev 06/03)		AGREEMENT NUMBER								
		REGISTRATION NUMBER								
1. This Agreement is entered into between the State Agency and the Contractor named below: STATE AGENCY'S NAME CALIFORNIA CONSERVATION CORPS CONTRACTOR'S NAME										
2. The term of this Agreement is:										
3. The maximum amount \$ of this Agreement is:										
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.										
<table border="0"> <tr> <td>Exhibit A – Scope of Work</td> <td>___ Page(s)</td> </tr> <tr> <td>Exhibit B – Budget Detail and Payment Provisions</td> <td>___ Page(s)</td> </tr> <tr> <td>*Exhibit C – General Terms and Conditions</td> <td>GTC 307</td> </tr> <tr> <td>Exhibit D – DFG Additional Provisions</td> <td>5 Pages</td> </tr> </table>			Exhibit A – Scope of Work	___ Page(s)	Exhibit B – Budget Detail and Payment Provisions	___ Page(s)	*Exhibit C – General Terms and Conditions	GTC 307	Exhibit D – DFG Additional Provisions	5 Pages
Exhibit A – Scope of Work	___ Page(s)									
Exhibit B – Budget Detail and Payment Provisions	___ Page(s)									
*Exhibit C – General Terms and Conditions	GTC 307									
Exhibit D – DFG Additional Provisions	5 Pages									
Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/standard+language										
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.										
CONTRACTOR		California Department of General Services Use Only								
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)										
BY (Authorized Signature) ?	DATE SIGNED (Do not type)									
PRINTED NAME AND TITLE OF PERSON SIGNING										
ADDRESS										
STATE OF CALIFORNIA										
AGENCY NAME CALIFORNIA CONSERVATION CORPS										
BY (Authorized Signature) ?	DATE SIGNED (Do not type)									
PRINTED NAME AND TITLE OF PERSON SIGNING Erin Healy, Chief, Administrative Services Division										
ADDRESS 1719 24th Street Sacramento, CA 95816										
		☐ Exempt per:								

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Question and Answers for Bid #09-2814-2907 - On-Site Counseling

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Jan 1, 2010 7:00:00 AM PST